

TERMS OF USE

Last updated March 16, 2017

Welcome, and thank you for visiting the Lunyr website (the “Lunyr Site”). Lunyr Inc. (“Lunyr”, “we”, “us” or “our”) provides the Lunyr Site, our App for Windows, our App for Mac, our App for iOS, and our Android app and our browser extensions related to our Ethereum decentralized crowdsourced encyclopedia (together, the “Lunyr Products”) to you subject to the following terms of use (“Terms”). The Lunyr Products are offered to you conditioned on your acceptance, without modification, of the Terms. Your use of the Lunyr Products constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these terms of use please contact us prior to using the Lunyr Products.

We are frequently modifying, updating, expanding, and improving the Lunyr Products. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, the Presale Purchase Agreement, Lunyr tokens (“LUN”) and other incorporated terms and policies at any time, in our sole discretion. Material changes to these Terms will not be applied retroactively. Nonetheless, we encourage you to check the Lunyr Site frequently to see the current Terms of Use in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Lunyr Terms and the revised effective date on the Lunyr Site. Your continued use of the Lunyr Products after the date of any such changes become effective constitutes your acceptance of the new Terms. No one at Lunyr is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of Lunyr, and any other purported modifications or

alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST LUNYR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Presale Purchase Agreement

When you open an account with Lunyr, purchase LUN, or engage in any other transaction with Lunyr, you also will be subject to the Presale Purchase Agreement and/or other similar agreements governing your use of our services. In the case of any conflict between the Terms and the Presale Purchase Agreement, the provisions of the Presale Purchase Agreement will control.

Electronic Communications

Visiting the Lunyr Products or sending emails to Lunyr constitute electronic communications. By visiting the Lunyr Site or sending emails to Lunyr, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Lunyr Products, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Lunyr is not responsible for third party access to your account that results from theft or misappropriation of your account. Lunyr and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Lunyr Products. We will not be liable for any loss or damage arising from your failure to comply with this Section.

Lunyr does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may not use the Lunyr Products and may not enter into a Presale Purchase Agreement under any circumstances.

You acknowledge that we may establish general practices and limits concerning use of the Lunyr Products, including without limitation the maximum period of time that data or other content will be retained by the Lunyr Products and the maximum storage space that will be allotted on Lunyr's servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Lunyr Products. You acknowledge that we reserve the right to terminate accounts that are inactive for

an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services

The Lunyr Products include certain services that are available via a mobile device, including (i) the ability to upload content to the Lunyr Products via a mobile device, (ii) the ability to browse the Lunyr Products and the Lunyr Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Lunyr Products through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Lunyr and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Lunyr account information to ensure that your messages are not sent to the person that acquires your old number.

Third Party Services

The Lunyr Products may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Lunyr and Lunyr is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Lunyr is providing these links to you only as a convenience, and the inclusion of

any link does not imply endorsement by Lunyr of the site or any association with its operators. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Certain services made available via the Lunyr Products are delivered by third party sites and organizations. By using any product, service or functionality originating from the Lunyr Products domain, you hereby acknowledge and consent that Lunyr may share such information and data with any third party with whom Lunyr has a contractual relationship to provide the requested product, service or functionality on behalf of Lunyr Products users and customers.

Prohibited Uses and Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Lunyr Products strictly in accordance with these Terms. As a condition of your use of the Lunyr Products, you warrant to Lunyr that you will not use the Lunyr Products for any purpose that is unlawful or prohibited by these Terms. You may not use the Lunyr Products in any manner that could damage, disable, overburden, or impair the Lunyr Products or interfere with any other party's use and enjoyment of the Lunyr Products. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Lunyr Products.

All content included on the Lunyr Products, except for Submissions (as defined below), such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Lunyr Products (collectively, "Lunyr Content"), is the property of Lunyr or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices,

legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Lunyr Content, in whole or in part, found on the Lunyr Products. Lunyr Content is not for resale. Your use of the Lunyr Products does not entitle you to make any unauthorized use of any Lunyr Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Lunyr Content. You will use Lunyr Content solely for your personal use, and will make no other use of Lunyr Content without the express written permission of Lunyr and the copyright owner. You agree that you do not acquire any ownership rights in any Lunyr Content. We do not grant you any licenses, express or implied, to the intellectual property of Lunyr or our licensors except as expressly authorized by these Terms. If you are blocked by us from accessing the Lunyr Products (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Communication Services

The Lunyr Products may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication

Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload any content that infringes any intellectual property or other proprietary rights of any party; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; upload any content that creates or poses a privacy or security risk to any person; upload any content that constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; upload any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; interfere with or disrupt the Lunyr Products or servers or networks connected to the Lunyr Products, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any

other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Lunyr has no obligation to monitor the Communication Services. However, Lunyr reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Lunyr reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Lunyr reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Lunyr's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Lunyr does not control or endorse the content, messages or information found in any Communication Service and, therefore, Lunyr specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Special Notice for International Use; Export Controls

The technology and software underlying the Lunyr Products (“Software”) available in connection with the Lunyr Products and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Lunyr Products or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Lunyr Products.

Submissions

You may post, upload, input or submit to any Lunyr Products or our associated services (collectively “Submissions”). However, by posting, uploading, inputting, providing or submitting your Submissions you are granting Lunyr, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

You will receive certain tokens for your Submission, as specified on the Lunyr Site . All such Submissions will also be subject to peer review by other users (“Peer Reviewers”), where such Peer Reviewers will receive certain tokens for their peer review, as specified on the Lunyr Site. Lunyr is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in Lunyr’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post,

upload, input or submit the Submissions. You are legally responsible for your Submissions on the Lunyr Products, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. For clarity, applicable law includes at least the laws of the United States of America. Although we may not agree with such actions, we warn editors and contributors that authorities may seek to apply other country laws to you, including local laws where you live or where you view or edit content. We cannot offer any protection, guarantee, immunity or indemnification in relation to such actions.

Because all Submissions are collaboratively edited, all of the content that we host is provided by users like yourself, and we do not take an editorial role. This means that we generally do not monitor or edit the content of the Submissions, and we do not take any responsibility for this content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content. Instead, we simply provide access to the content that your fellow users have contributed and edited.

Because we provide a wide array of content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using the Lunyr Products.

You acknowledge and agree that we may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties;

or (d) protect the rights, property, or personal safety of Lunyr, its users and the public. You understand that the technical processing and transmission of the Lunyr Products, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Third Party Accounts

We may permit you, from time to time, to connect your Lunyr account to third party accounts. By connecting your Lunyr account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Lunyr Products are controlled, operated and administered by Lunyr from our offices within the United States of America. If you access the Lunyr Products from a location outside the USA, you are responsible for compliance with all local laws, whether in the United States or in your jurisdiction. You agree that you will not use the Lunyr Content accessed through the Lunyr Products in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Lunyr, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable

attorneys' fees) relating to or arising out of your use of or inability to use the Lunyr Products or services, any user postings made by you, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Lunyr reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Lunyr in asserting any available defenses.

Disclaimer of Certain Liabilities

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE LUNYR PRODUCTS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LUNYR AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE LUNYR PRODUCTS AT ANY TIME.

LUNYR AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE LUNYR PRODUCTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LUNYR AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUNYR AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LUNYR OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION TITLED "DISCLAIMER OF CERTAIN LIABILITIES" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

Termination/Miscellaneous

Lunyr reserves the right, in its sole discretion, to terminate your access to the Lunyr Products and its related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the laws of the State of California govern this agreement. Use of the Lunyr Products is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Lunyr as a result of this agreement or use of the Lunyr Products. Lunyr's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Lunyr's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Lunyr Products or information provided to or gathered by Lunyr with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, these Terms constitutes the entire agreement between the user and Lunyr with respect to the Lunyr Products and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Lunyr with respect to the Lunyr Products, except for any Presale Purchase Agreement into which you enter with Lunyr. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this

agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Reviews and Comments

We may, from time to time, permit you or other visitors to post reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Lunyr reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Lunyr Products or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Lunyr should be

sent to 2040 Martin Ave, Santa Clara, CA 95050(“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Lunyr and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Lunyr may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Lunyr or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Lunyr is entitled. The arbitration will take place in the federal judicial district of the Northern District of California, or if that is deemed inappropriate, the federal judicial district of your residence. As used in this Section, “we” and “us” mean the Lunyr Inc.. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Lunyr Products or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are

GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in the Northern District of California. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before the state or federal courts located in the Northern District of California in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within the Northern District of California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing

fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Santa Clara, California.

Notwithstanding any provision in these Terms to the contrary, Lunyr agrees that if it makes any future change to this arbitration section (other than a change to the Notice Address) while you are a user of the Lunyr Products, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

Digital Millennium Copyright Act

If you are a copyright owner or agent thereof and believe any content infringes upon your copyrights, you may submit a written notice pursuant to the Digital Millennium Copyright Act (“[DMCA](#)”) to our copyright agent at 2040 Martin Ave, Santa Clara, CA 95050.

In order to take action, your notice must:

- Include your physical or electronic signature.
- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site.
- Identify the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and provide information reasonably sufficient to permit us to locate the content.
- Provide a way for us to contact you, such as your address, telephone number, or email address.
- Include in your notice the following statement: “I believe in good faith that the use of copyrighted material described in this notice was not authorized by the owner of the

copyright, an agent of the owner of the copyright, or applicable law.”

- Include in your notice the following statement: “I swear, under penalty of perjury, that the information I have set forth in this notice is accurate, and I am either (1) the owner of the copyright; (2) someone authorized to act on behalf of the owner of the copyright; or (3) someone authorized to act on behalf of someone who holds an exclusive right to use the copyright in the manner in which it has been infringed.”

We cannot take action unless you give us all required information, and you acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Please note that you can be held liable for damages (including costs and attorneys’ fees) if you wrongfully claim that content infringes your copyright. If you are not sure whether content infringes your copyright, you should first contact an attorney and seek legal advice.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to applicable law, to post and use such material, you may submit a written counter-notice to our copyright agent at 2040 Martin Ave, Santa Clara, CA 95050. In order to take action, your counter-notice must: (1) include your physical or electronic signature; (2) identify your content that has been removed or to which access has been disabled and the location at which your content appeared before it was removed or access to it was disabled; (3) include a statement, under penalty of perjury, that you have a good faith belief that your content was removed or disabled as a result of mistake or a misidentification of your content; and (4) include your name, address, and telephone number and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if

your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided the DMCA notice to us or an agent of such person. If a proper counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in ten (10) business days. We may, in our discretion, replace or restore access to the removed content and cease disabling access to it in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, unless our designated agent first receives notice from the person who submitted the DMCA notice that such person has filed an action seeking a court order to restrain the owner of the removed content from engaging in infringing activity relating to such content.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Lunyr Products and Lunyr will have no liability or responsibility with respect thereto. We reserve the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Lunyr Products.

General

These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Lunyr agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Santa Clara County, California. The failure of Lunyr to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be

invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of Lunyr, but Lunyr may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail.

Your Privacy

At Lunyr, we respect the privacy of our users. For details please see our Privacy Policy. By using the Lunyr Products, you consent to our collection and use of personal data as outlined therein

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Lunyr Inc., 2040 Martin Ave, Santa Clara, CA 95050, or by telephone at (650) 485-3783

Contact Us

Lunyr welcomes your questions or comments regarding these Terms via email at support@lunyr.com.

PRIVACY POLICY

Last updated March 15, 2017

Welcome to the Lunyr website (the “Lunyr Site”). Lunyr Inc. (“Lunyr”, “we”, “us” or “our”) is committed to treating the personal and corporate information of our users with the utmost respect and sensitivity. Our privacy commitment is described in this privacy policy (the “Privacy Policy”). Lunyr provides the Lunyr Site to you subject to your acceptance of the Privacy Policy. The Lunyr Site is offered to you conditioned on your acceptance, without modification, of this Lunyr Privacy Policy.

Application of this Privacy Policy

This Privacy Policy applies to your use of (regardless of means of access) any of the current set of Lunyr products, collectively referred to as “Lunyr Products”, such as our website (<https://Lunyr.com>), our App for Windows, our App for Mac, our app for iPhone, our Android app and our browser extensions related to our Ethereum decentralized crowdsourced encyclopedia. The Lunyr Products are owned and provided by Lunyr.

You can access, download or use Lunyr Products, through applications on Devices (defined below), through APIs, and through third parties as set forth herein or in the Terms of Use or in

any Presale Purchase Agreement applicable to you. A “Device” is any computer used to access the Lunyr Products, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.

Lunyr Products can enable you to use applications developed by third parties, individually and collectively referred to as “Third Party Apps” on a Device, such as an Android app on a Device running either the Microsoft Windows, Apple OS X or Linux operating systems.

General Information

We believe that you have the right to understand how your information is stored and used. We are not responsible for the privacy practices of any third parties or the content of linked sites although we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites.

Information We Gather

Information you Provide: In general, you can visit the Lunyr Site without telling us who you are or revealing any information about yourself. If you wish to obtain information about our products or services you can contact us. We may collect your name, company name, email address, and street address, along with other personally identifiable information or personal data (“Personally Identifiable Information” or “PII”) or other information you may choose to submit, as part of the inquiry process.

When you register for a Lunyr account, we may collect certain PII, which may include your name, company name, email address, telephone number, street address, taxpayer and

immigration information, payroll, insurance and banking information. You may be asked to provide log-in information, such as your email address and a password which will be used to access your account.

By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing our features, and communicating with you.

Information Automatically Collected: We (or our service providers acting on our behalf) may collect PII and other information about the Lunyr Products that you use and how you use them. This information includes information that may identify you as well as statistical information (“Analytics”) that does not identify you. Some Analytics may be correlated with your PII. Usage information may include:

a) Device Information: We may collect Device-specific information (such as your hardware model, operating system version, unique Device identifiers and mobile network information including phone number). We may associate your Device identifiers or phone number with your Lunyr Account.

b) Log Information: When you use Lunyr Products, we may automatically record or log information from your Device, its software, and your activity using the Lunyr Products. This may include:

- The Device’s Internet Protocol (“IP”) address;

- Identification numbers associated with your Devices;
- Device event information such as crashes, system activity and hardware settings;
- Locale preferences;
- Application activity such as app upload, app download, app installation, app uninstallation, app start, app play duration, app stop, app crashes, app network activity and app resource consumption;
- Date and time stamps associated with transactions;
- System configuration information;
- Metadata concerning your applications; and
- Other interactions with the Lunyr Products.

Cookies: We may receive and store certain types of information whenever you interact with us. For example, like many Web sites, we may use “cookies,” and we obtain certain types of information when your Web browser accesses the Lunyr Site or advertisements and other content served by or on behalf of the Lunyr Site on other Web sites. We may use cookies to personalize our Site for you and to collect aggregate information about site usage by all of our users. A cookie is a text file that our Site transfers to your computer’s hard drive for record-keeping purposes and to enhance the quality of your visit to our Site. The cookie assigns a random, unique number to your computer. Further general information about cookies and how they work is available at www.allaboutcookies.org.

The cookies we may use on the Lunyr Site may include:

a) Session cookies: These temporary cookies expire and are automatically erased whenever you close your browser window. We may use session cookies to grant our users access to content and to enable actions they must be logged in to do.

b) Persistent cookies: These usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We may use persistent cookies to better understand usage patterns so we can improve the site for our customers. For example, we may use a persistent cookie to associate you with your user account or to remember that your choices on the Lunyr Site, but this only works when cookies on our site are enabled.

c) Third party cookies: We permit limited third parties to place cookies through the Lunyr Site to provide us with better insights into the use of the Lunyr Site or user demographics or to provide relevant advertising to you. These third parties may collect information about a consumer's online activities over time and across different websites when he or she uses our website. For example, we may utilize Google Analytics to analyze usage patterns of the Lunyr Site. Google Analytics generates a cookie to capture information about your use of the Lunyr Site which Google uses to compile reports on website activity for us and to provide other related services. Google may use a portion of your IP address to identify their cookie, but this will not be associated with any other data held by Google.

We may also permit third party service providers to place cookies through the Lunyr Site, as indicated above, to perform analytic or marketing functions where you are notified of them and you have consented to the usage. We do not control the use of such third party cookies or the resulting information and we are not responsible for any actions or policies of such third parties.

Your use of the Lunyr Site will be deemed to be your consent to the placement of cookies on your computer or other device. If you prefer not to receive cookies through the Lunyr Site, you can set your browser to either reject all cookies, to allow only “trusted” websites to set them, or to accept only those cookies from those sites you are currently on. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Lunyr Site and use it.

If you refuse cookies, this will limit system performance and may even cause certain features of the Lunyr Site to malfunction or not to work at all.

E-mail Communications: To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Lunyr Site, if your computer supports such capabilities. In an effort to avoid sending unnecessary messages to our customers, we also compare our customer list to lists received from other companies.

Blockchain Information: Many Lunyr Products are built on, or are directly integrated with, public record blockchains, such as the Ethereum Blockchain. Your use of Lunyr Products will be deemed to be your consent to the placement of information necessary to the proper functioning of Lunyr Products on all necessary Blockchains, both public and private. Please contact those sites directly for information on their privacy policies.

Information from Other Sources: We might receive information about you from other sources and add it to our account information.

Use of Information

The use of your information is subject to the Lunyr Privacy Policy, the Terms of Use in effect at the time of use and the Presale Purchase Agreement. The provisions contained herein supersede all previous notices or statements regarding our privacy practices with respect to the Lunyr Site.

We may use aggregated data (independent of any personal identifiers) for research and commercial purposes. This information includes what areas our users visit most frequently and what services they access most often. This information helps us develop a better site that is more useful and accessible to you.

We may use your PII internally for our general commercial purposes including, among other things, to offer our own, our affiliates' or third-party products and services that we think you may find of interest, but only Lunyr, its subsidiaries and contractors involved in distributing the offers or providing the products or services will have access to your PII. Our subsidiaries and contractors will be required to use any PII we provide them only for that intended purpose.

We may use your email address to contact you to respond to your inquiries or to provide information on products or services to you. You can elect not to receive emails from us either by "unsubscribing" to an email you receive or by contacting us as indicated below.

Do-Not-Track: We use technology that recognizes a "do-not-track" signal from your web browser. You may set a "Do Not Track" (DNT) privacy preference in your web browser. When you turn on DNT in your browser, we will use commercially reasonable efforts to stop collecting the information that allows us to tailor suggestions based on your recent use of the Service and your visits to websites within our advertising partner networks. Specifically, we stop collecting the unique cookie that links your browser to use of the Service and visits to these websites for tailoring suggestions or ads.

Disclosing Your Information: We may reveal PII about you to unaffiliated third parties: (1) if you request or authorize it; (2) if the information is provided to help complete a transaction for you; (3) if the information is provided to comply with the law, applicable regulations, governmental and quasi- governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that any of our assets are acquired by another party, customer information may be one of the transferred assets); (5) if the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); (6) to allow them to market to you; or (7) as otherwise described in this Lunyr Privacy Policy.

We may disclose your non-private, aggregated, or otherwise non-Personal information, such as usage statistics of our Products, to our affiliates and third parties.

Opt-Out Rights: If you do not wish to receive offers or other commercial communications from us in the future, you can “opt out” by contacting us at the address indicated at the end of this policy or by following the “unsubscribe” instructions in any communication you receive from us. Please be aware that you are not able to opt out of receiving communications about your account or transactions with us.

Accessing Your Information: You are required to provide us with accurate and up to date information. Lunyr gives you the ability to amend your data at any time by accessing your account on our site and modifying the information. Any changes will affect only future uses of

your PII.

Subject to any legislation which might, from time to time, oblige us to store the information for a certain period of time, we will respect your wishes to correct inaccurate information. Otherwise, we will hold your information for as long as we believe it will help us to achieve our aims as detailed in this policy.

You can ask us whether we are keeping personal information about you and you can ask to receive a copy of that personal information. Before sending you any personal data, we will ask you to provide proof of your identity. If you are not able to provide proof of your identity to our sole satisfaction, we reserve the right to refuse to send you any personal data. We will respond as quickly as we can to your requests for details of personal information we hold about you.

Security

We have security measures in place in our physical facilities and in our computer systems, databases, and communications networks that are reasonably designed to protect information contained within our systems from loss, misuse or alteration.

WE ARE NOT RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY NON- PUBLIC INFORMATION THAT YOU PROVIDE US. IF THERE IS INFORMATION THAT YOU WISH TO PROTECT FROM DISCLOSURE TO OTHERS, DO NOT PROVIDE IT TO US.

No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of your PII. You also play a role in protecting your information. Please

safeguard your user name, email address and password and do not share them with others. If we receive instructions using your log-in information we will consider that you have authorized the instructions. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

California Residents

Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent as set forth in this Policy.

We may disclose your personal information to our affiliates or other third parties, including Google, who may use that information to market to you directly. Pursuant to California's "Shine the Light Act", California residents are permitted to request information about the manner in which we share certain categories of information with third parties for their marketing use. Please email us at support@lunyr.com to request a copy of our disclosure pursuant to California law.

Children's Online Privacy Protection Act

We are in compliance with the requirements of the Children's Online Privacy Protection Act ("COPPA") and do not collect knowingly collect any information from anyone under 13 years of age. If you are under the age of 13, please do not submit any PII through the Lunyr Products. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide PII through the Lunyr

Products without their permission. If you have reason to believe that a child under the age of 13 has provided PII to us through the Lunyr Products, please contact us, and we will endeavor to delete that information from our databases. Our website, products, and services are all directed to people who are at least 18 years old or older.

Links to Third-Party Sites

When you use the Lunyr Site or the Lunyr Products, you may be directed to other websites that are beyond our control. We may also allow third-party sites or applications to link to the Lunyr Site. We are not responsible for the privacy practices of any third parties or the content of linked sites but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites. The only website to which this Privacy Policy applies is the Lunyr Site.

International Transfers

The PII we receive may be held on our computers and systems in the European Union, throughout Asia and in the computers and systems of our offices and datacenters in the United States and may be accessed by or given to our staff working outside the European Union. Your information may be processed by us in the United States, where laws regarding data protection may be less stringent than the laws in your country. By using the Lunyr Site and by providing any personal information to the Lunyr Site, all users, including without limitation users in Canada and the European Union, fully understand and unambiguously consent to the collection and processing of such information in the United States.

Online Privacy Policy Only

This Lunyr Privacy Policy applies only to information collected online through our website and not to information collected offline. This Privacy Policy shall not apply to any unsolicited information you provide to us through the the Lunyr Products or through any other means. This includes, but is not limited to, information posted to any public areas of the Lunyr Products, such as forums, any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, “Unsolicited Information”). All Unsolicited Information shall be deemed to be non-confidential and we shall be free to reproduce, use, disclose, and distribute such Unsolicited Information to others without limitation or attribution.

Terms of Use

Please also visit our Terms of Use section, which establishes the use, disclaimers, and limitations of liability governing the use of our website.

Presale Purchase Agreement

We may also collect information from our customers in connection with any Presale Purchase Agreement which may be applicable to that customer or user.

Changes to our Privacy Policy

As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check the Lunyr Site frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them. If we make material changes to this Policy, we will post the revised Lunyr Privacy Policy and the revised effective date on the Lunyr Site. Please

check back here periodically or contact us at the address listed at the end of this Policy. Your continued use of our services after any changes or revisions to the Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

Contacting Us

This site is owned and operated by Lunyr. If you have any questions or suggestions with respect to this policy, or if you wish to ask us to delete, correct, or show you your information as provided above, you can write to us at support@lunyr.com.